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November 15, 1999

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37219

REC'D TN
REGULATORY AUTH.
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EXECUTIVE SECRETARY

99-00694

RE: The Other Phone Company Inc., d/b/a Access One Communications and
OmniCall, Inc. Credit Facility Agreement

Dear Mr. Waddell:

The Other Phone Company, Inc. d/b/a/ Access One Communications and OmniCall, Inc. (hereinafter referred to jointly as the "Parties"), hereby notify the Commission of their intention to complete a new Credit Facility Agreement with MCG Finance Corporation (the "Credit Facility Agreement"). The Parties expect to consummate the transaction as soon as possible. A description of the transaction is set forth below.

The Other Phone Company, Inc. d/b/a Access One ("Access One"), a Florida corporation, is a wholly-owned subsidiary of Access One Communications Corporation ("Access One Communications"), a privately held New Jersey corporation. It is headquartered at 4205 Vineland Road, Suite L-15, Orlando, FL 32811. Access One provides competitive local and long distance services to commercial and residential customers throughout the United States. Access One is authorized to provide competitive local exchange and interexchange services in nine states.

OmniCall Inc., a South Carolina corporation, is headquartered at 430 Woodruff Road, Suite 450, Greenville, SC 29607. OmniCall provides competitive local and long distance services to commercial and residential customers throughout the United States. OmniCall is authorized to provide competitive local exchange service in eight states and interexchange services in thirty-two states. OmniCall has entered into an agreement with Access One Communications under which OmniCall, Inc. will be merged into a wholly owned subsidiary of Access One Communications and the shareholders of OmniCall will receive common stock of Access One Communications as consideration for such merger. The Authority has been previously notified of this transaction and acknowledged same on November 4, 1999.

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Under the terms of the Credit Facility Agreement, the Parties will have access to a credit facility in the amount of up to \$15 million. Among other things, the funds drawn from the facility may will be used to fund the purchase of telecommunications services for resale and the purchase of property, plant and equipment. The funds may also be used to satisfy and refinance other indebtedness of the Parties. The facility will mature on June 30, 2002. Interest will be calculated in accordance with Section 1.1.5 of the Credit Facility Agreement, currently at 13 percent (13%) per annum.

The indebtedness of the Parties under the agreement and the obligation of the Parties, as well as the parent corporation Access One Communications, to repay the Lender with interest, is evidenced by a Term Loan Note which is due and payable on the maturity date. In addition, the Parties, have executed a Master Security Agreement, Collateral Assignment and Equity Pledge granting a security interest in and collaterally assigning all of their tangible and intangible personal property assets (including fixtures, computer equipment and computer hardware, accounts receivables, and contract rights), whether now owned or hereafter acquired, and the proceeds and products thereof, as collateral security for the indebtedness and obligations under the Credit Facility Agreement.

A copy of the Credit Facility Agreement, the Term Loan Note and the Master Security Agreement are attached hereto in a separate envelop and marked as Confidential. This new agreement amends the Credit Facility previously available to Access One under similar terms and conditions. To the extent necessary, Access One requests approval of the initial Credit Facility Agreement nunc pro tunc.

The completion of the financing described herein will be transparent to Access One and OmniCall customers, and will not result in the change of any rate, term or condition of service. Customers will continue to receive the same high-quality service at the same rates, terms and conditions. Significantly, customers should benefit from the proposed transaction as it will ensure that the Parties have the capital necessary to grow and expand their businesses. It will also improve their overall financial condition by replacing high cost debt with lower cost debt, improving cash flow and enabling them to hire more employees, including customer service employees. No change in management of either Party will occur as a result of this transaction and neither Party will issue any additional securities.

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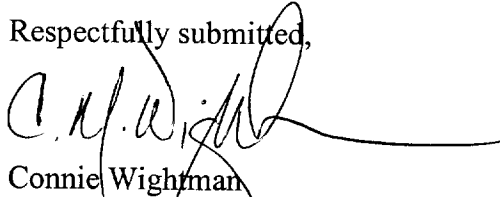
The Parties submit that the proposed transaction is in the public interest as it will enable each of the Parties to provide better service to its customers. In addition, the ready availability of funds will enable the Parties to expand their operations in the state, offer new and innovative products and services at competitive prices, and ensure that consumers enjoy the benefits of a competitive local exchange and interexchange marketplace.

The Parties understand that prior Commission approval is not required for the consummation of this transaction. This letter is being filed for informational purposes. Questions concerning the transaction may be addressed to the undersigned as well as:

Elizabeth Stallings
Access One Communications
4205 Vineland Road, Suite L-15
Orlando, FL 32811.
Telephone 407-648-5230

Please do not hesitate to contact me if you have any questions concerning this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Wightman', with a long horizontal flourish extending to the right.

Connie Wightman
Consultant to The Other Phone Company d/b/a
Access One and OmniCall Inc.

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